

3. The plaintiff on information and belief says that sometime in the year 1913, the White Cross Milk Company was organized by certain residents of the District of Columbia who, for the purpose of convenience, obtained a certificate of incorporation in the State of Virginia, but placed its principal office, carried on its corporate business, and kept its money, its books, papers and records in the District of Columbia, the business outside of the District of Columbia being only incidental to the supplying and delivery of milk to its customers over various routes in the District of Columbia.

4. The plaintiffs further show to the court that by deed duly made and entered into on the 30th day of September, 1913, the defendant the White Cross Milk Company, for the purpose, as expressed in said indenture, of extending and improving its holdings and property, and for the extension of its operations, and for other corporate purposes, conveyed to the defendant the United States Trust Company, as trustees, certain real estate situated in the City of Frederick, Maryland, and also all of the tools, implements, machinery, appliances, fixtures, horses, vehicles, good will, and goods and chattles of every kind, nature and description contained in and about the said land and premises in said City of Frederick, Maryland, as well as in and about the City of Washington, or elsewhere, used in the conduct or operations of the company's business, or in connection therewith, in trust, however, to secure a bond issue made by the defendant Milk Company of \$100,000., 25 of said bonds being of the denomination of \$1,000. each, 120 of said bonds of the denomination of \$500. each, and 150 of said bonds being of the denomination of \$100. each, all aggregating \$100,000., all of said bonds being payable at the office of the defendant the United States Trust Company in the City of Washington, District of Columbia, on February 1st, 1923, with interest at six per centum per annum, payable semi-annually, all of said bonds being required to be authenticated by the certificate thereon endorsed of the defendant the United States Trust Company at its office in the City of Washington, District of Columbia, all of which will more fully appear by reference to the deed of trust, which was thereafter on the first day of October, 1913, duly recorded among the land records of the District of Columbia, in Liber 3663, at folio 104, et, seq.

5. The plaintiffs further show to the Court that the defendant Milk Company, pursuant to the purposes of its organization, commenced the sale and delivery of milk in the City of Washington, District of Columbia, leased a building located at 1st and Q Sts N.W., where its office is located and its operations conducted, purchased for time to time a large number of horses and wagons, and at various times purchased or otherwise acquired routes for the supplying of milk to various customers, and otherwise built up and extended its business, but the plaintiffs are advised and believe and therefore aver that from the outset the company was not a financial success, and in an effort to extend and enlarge its business so as to make the same profitable borrowed money upon its aforesaid bonds, and also borrowed money and contracted debts on open account, and the plaintiffs further show to the court that time to time they advanced money to the defendant Milk Company upon the faith of the security of the aforesaid bonds and at the time is entitled to the proceeds from \$62,100 worth of said bonds, which were delivered to the plaintiffs as collateral security for said \$62,100 sums advanced by them on the strength thereof as hereinbefore set forth, no part of which has been repaid to them, and the whole amount thereof is now justly due and owing from the said Milk Company to the Plaintiffs.

6. The plaintiffs further show to the Court that besides the said sum of \$62,100 so as aforesaid advanced on the security of the said bonds, they have advanced and loaned to the defendant Milk Company more than \$20,000.00 upon the unsecured notes of the defendant Milk Company, and open account all of which is now past due and unpaid, and they have also advanced \$3,000.00 upon the checks of the defendant Milk Company, which checks are unpaid and are now held by the plaintiffs, and that all of the said amounts